



## UTILITIES DEPARTMENT

WATER ♦ WASTEWATER ♦ RECLAIMED WATER ♦ ENGINEERING ♦ CUSTOMER SERVICE

15365 CORTEZ BOULEVARD ♦ BROOKSVILLE, FLORIDA 34613  
P 352.754.4037 ♦ F 352.754.4485 ♦ W www.HernandoCounty.us

### MEMORANDUM

**DATE:** July 18, 2023  
**TO:** Toni Brady, MBA, CPM  
Director of Office of Management & Budget, Chief Procurement Officer  
**FROM:** Jared Waring, P.E., Utilities Engineer III  
**CC:** Ron Patel, PE, Utilities Engineering Manager  
**RE:** 22-C00117/DK Spring Hill WRF Wastewater Flow Diversions

The project is complete. The following documents are attached for processing:

1. Final Pay App
2. Final Change Order
3. Vender Evaluation Form
4. Final Payment Checklist
5. Consent of Surety
6. Lien releases

Please Proceed with the agenda item to the Board of County Commissioners for final approval for the Spring Hill Water Reclamation Facility Wastewater Flow Diversions.

Funding is available for Pay Request No. 1 Final in:

The final pay in the amount of \$77,874.26 is available in the following accounts:  
Main Account 07201-6526322 in the amount of \$61,283.66.  
Retainage Account 4144-2050221 in the amount of \$16,590.60.

If additional information is needed, please contact me.  
Thank you,

\*Main account is 07201-5626322.  
Typo in memo. JW 7/27/2023

Jared Waring, P.E.  
Utilities Engineer III  
352-540-6773  
JWaring@hernandocounty.us

*Jared Waring 7/18/23*  
*R. Patel 7/18/2023*



**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER ATTN: **Abraham**  
 Hernando County Board of County Commissioners  
 20 N Main Street  
 Brooksville, FL 34601

PROJ. ECT. Water  
 APPLICATION NO. 22-08617-001  
 PROJECT NO. 88223  
 PERIOD FROM: 5/20/23  
 PERIOD TO: 5/20/23

TRM# CONTRACTOR: **Enland Inc.**  
 6165 122nd Ave. N.  
 Pinellas Park, FL 33782  
 Phone: (877) 543-3810

**20-83000045**

Gross: 61,283.66  
 Retainage: 10,592.60  
 Net: 71,874.26

NO CONTRACTOR'S APPLICATION FOR PAYMENT  
 Application is made for payment as shown below in accordance with the Contract

1 ORIGINAL CONTRACT SUM	\$ 447,682.33
2 NET CHANGE BY CHANGE ORDERS	\$ (53,828.61)
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$ 393,853.72
4 TOTAL COMPLETE & STORED TO DATE	\$ 393,853.72
5 RETAINAGE: 5% of Completed Work and Stored Material	\$ 19,692.69
6 TOTAL UNDETTACHED RETAINAGE (Line 4 less Line 5)	\$ 374,161.03
7 LEGAL PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior request)	\$ 27,286.77
8 CURRENT PAYMENT DUE	\$ 346,874.26
9 BALANCE TO FIRM (Line 8 less Line 6)	\$ 327,172.03


*Jan 2nd 5/22/23*

CHANGE ORDER SUMMARY	ADD TIONS	DEDUCTIONS
Total Change Orders approved previously	\$ 8,643.02	
Total Change Orders approved this job	\$ 17,242.80	\$ (25,614.43)
TOTAL CHANGES by Change Order	\$ (53,828.61)	\$ (53,828.61)

I hereby certify that the work performed and the use of materials specified in this application, in whole or in part, is in accordance with the terms of the Contract and all authorized changes thereto between the contractor and OWNER, including the above referenced project. Retainage payments, less applicable retainage, have been made through the period covered by the previous payments received from the contractor, to (1) all subcontractors and (2) for all materials and labor used on all connections with the performance of the Contract. I further certify I have complied with Federal, State and local actions, including Social Security laws and unemployment Compensation laws and Workers' Compensation law insofar as applicable to the performance of the Contract.

*Cecily J. Harris*

CONTRACTOR: Enland  
 Date: 5/19/23

CONTRACTOR SEAL: State of Florida  
 Registered and signed to be true on this 19th day of May, 2023.  
 My Commission expires:  Commission Expires: Jan 14, 2025  
 Signed: Thru Aaron Nelson

ENGINEER'S RECOMMENDATION FOR PAYMENT:  
 I, the undersigned, in accordance with the Contract documents based on site observation and the data comprising the above application to the best of my knowledge and belief, certify that the work and materials shown in this APPLICATION FOR PAYMENT meets the requirements of the Contract and payment is recommended.  
James Sheppard Florida Practice Leader, Wastewater 5/22/23  
 Date: 5/19/2023  
 Approved by: Finance Mgr.  
 Date: 6-1-23

Project/PO # 22-000117/DK

FOR PERIOD FROM 2/2023 TO 5/3/2023

ITEM NO.	DESCRIPTION LIST CONTRACT ITEMS, CHANGE ORDER ITEMS AND DEDUCTIONS, EACH WITH SUBTOTAL	CONTRACT			PREVIOUS APPLICATIONS		THIS PERIOD		TO DATE		BALANCE TO COMPLETE		RETAINAGE HELD 65%	
		UNIT	SCHEDULED QUANTITY	SCHEDULED UNIT VALUE	TOTAL SCHEDULED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	TOTAL VALUE STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	QUANTITY		VALUE
1	Mobilization and Demobilization	ls	1.00	\$ 47,864.60	\$ 47,864.60	0.00	\$ 43,078.14	0.10	\$ 4,786.46	\$ -	\$ 47,864.60	0.00	\$ -	\$ -
2	Bonding and Insurance	ls	1.00	\$ 2,488.90	\$ 2,488.90	1	\$ 2,488.90	0.00	\$ -	\$ -	\$ 2,488.90	0.00	\$ -	\$ -
3	Surveying, Video, As-Builts	ls	1.00	\$ 14,500.00	\$ 14,500.00	1	\$ 14,500.00	0.00	\$ -	\$ -	\$ 14,500.00	0.00	\$ -	\$ -
4	Erosion Control	ls	1.00	\$ 8,091.00	\$ 8,091.00	1	\$ 8,091.00	0.00	\$ -	\$ -	\$ 8,091.00	0.00	\$ -	\$ -
5	Maintenance of Traffic	ls	1.00	\$ 18,025.00	\$ 18,025.00	0.00	\$ 18,232.50	0.10	\$ 1,802.50	\$ -	\$ 8,025.00	0.00	\$ -	\$ -
6	Construct DI Fitting - 4" 45' Bend (MJ)	ea	17.00	\$ 702.00	\$ 11,934.00	17	\$ 11,934.00	0.00	\$ -	\$ -	\$ 11,934.00	0.00	\$ -	\$ -
7	Construct DI Fitting - 6" 45' Bend (MJ)	ea	6.00	\$ 907.70	\$ 5,446.20	6	\$ 4,518.50	0.00	\$ -	\$ -	\$ 4,518.50	0.00	\$ -	\$ -
8	Construct DI Fitting - 10" 45' Bend (MJ)	ea	3.60	\$ 1,703.30	\$ 6,160.90	3	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
9	Construct DI Fitting - 4" 12 E Bend (MJ)	ea	4.00	\$ 648.40	\$ 2,536.60	4	\$ 2,635.60	0.00	\$ -	\$ -	\$ 2,635.60	0.00	\$ -	\$ -
10	Construct DI Fitting - 4" 90' Tee (MJ)	ea	1.00	\$ 869.80	\$ 869.80	1	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
11	Construct DI Fitting - 10" 10" 90' Tee (MJ)	ea	1.00	\$ 2,403.50	\$ 2,403.50	1	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
12	Construct DI Fitting - 4" 90' Wye (MJ)	ea	1.00	\$ 1,311.10	\$ 1,311.10	1	\$ 1,311.10	0.00	\$ -	\$ -	\$ 1,311.10	0.00	\$ -	\$ -
13	Construct DI Fitting - 10" 4" Reducer (MJ)	ea	2.00	\$ 1,420.60	\$ 2,841.20	2	\$ 2,841.20	0.00	\$ -	\$ -	\$ 2,841.20	0.00	\$ -	\$ -
14	Construct DI Fitting - 4" Sleeve (MJ)	ea	3.00	\$ 652.50	\$ 1,957.50	2	\$ 1,375.00	0.00	\$ -	\$ -	\$ 1,375.00	0.00	\$ -	\$ -
15	Construct DI Fitting - 6" Sleeve (MJ)	ea	3.00	\$ 934.50	\$ 2,803.50	3	\$ 2,803.50	0.00	\$ -	\$ -	\$ 2,803.50	0.00	\$ -	\$ -
16	Construct DI Fitting - 10" Sleeve (MJ)	ea	1.00	\$ 1,715.40	\$ 1,715.40	1	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
17	Construct 10" DI Plug/Cap (MJ)	ea	8.00	\$ 1,823.60	\$ 12,131.20	4	\$ 6,015.60	1.00	\$ 1,523.60	\$ -	\$ 7,619.50	0.00	\$ -	\$ -
18	Construct 4" Gate Valve Assembly (MJ)	ea	2.00	\$ 1,823.70	\$ 3,647.40	2	\$ 3,647.40	0.00	\$ -	\$ -	\$ 3,647.40	0.00	\$ -	\$ -
19	Construct 16" Tapping Valve (MJ)	ea	1.00	\$ 5,842.10	\$ 5,842.10	1	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
20	Construct 10" Tapping Sleeve	ea	1.00	\$ 5,418.80	\$ 5,418.80	1	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
21	Construct 10" Temporary Line Stop	ea	3.00	\$ 11,175.90	\$ 32,527.70	2	\$ 22,351.80	0.00	\$ -	\$ -	\$ 22,351.80	0.00	\$ -	\$ -
22	Construct 4" C900/RJ PVC Force Main (Cera Lok)	lf	282.00	\$ 434.78	\$ 121,741.20	280	\$ 124,741.20	0.00	\$ -	\$ -	\$ 124,741.20	0.00	\$ -	\$ -
23	Construct 4" C900 PVC Force Main	lf	244.00	\$ 160.47	\$ 35,134.68	23	\$ 35,915.28	0.00	\$ -	\$ -	\$ 35,915.28	0.00	\$ -	\$ -
24	Construct 6" C900 PVC Force Main	lf	27.00	\$ 296.91	\$ 8,016.57	27	\$ 6,016.57	0.00	\$ -	\$ -	\$ 6,016.57	0.00	\$ -	\$ -
25	Construct 10" C900 PVC Force Main	lf	25.00	\$ 715.31	\$ 17,927.75	2	\$ 1,432.62	0.00	\$ -	\$ -	\$ 1,432.62	0.00	\$ -	\$ -
26	2" Existing PVC Pipe Removal	lf	30.00	\$ 4.60	\$ 120.00	3	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
27	4" Existing PVC Pipe Removal	lf	134.00	\$ 8.25	\$ 1,105.50	3	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
28	6" Existing PVC Pipe Removal	lf	30.00	\$ 8.25	\$ 247.50	3	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
29	12" Existing PVC Pipe Removal	lf	123.00	\$ 10.30	\$ 1,267.50	57	\$ 587.10	0.00	\$ -	\$ -	\$ 587.10	0.00	\$ -	\$ -
30	10" Existing AC Pipe Removal	lf	46.00	\$ 25.70	\$ 1,182.20	3	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
31	Construct Grouting on Existing Pipe	cy	190.00	\$ 283.40	\$ 53,846.00	3	\$ -	193.00	\$ 50,049.00	\$ -	\$ 10,095.00	0.00	\$ -	\$ -
32	Joint Restrain Existing 10" FM	ea	11.00	\$ 331.10	\$ 3,642.10	2	\$ 682.20	3.00	\$ -	\$ -	\$ 682.20	0.00	\$ -	\$ -
33	Construct Lobster Wire Riser Assembly	ea	18.00	\$ 152.40	\$ 2,743.20	4	\$ 914.40	0.00	\$ -	\$ -	\$ 914.40	0.00	\$ -	\$ -
34	Concrete Sidewalk Removal & Replacement	sy	73.00	\$ 67.40	\$ 4,920.20	61	\$ 1,111.40	12.00	\$ 808.80	\$ -	\$ 4,920.20	0.00	\$ -	\$ -
35	Additional Sod	sy	3303.00	\$ 4.00	\$ 13,212.00	1500	\$ 6,000.00	573.00	\$ 2,291.00	\$ -	\$ 8,291.00	0.00	\$ -	\$ -
36	Unsuitable Material Removal	cy	39.00	\$ 23.30	\$ 908.70	3	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
37	Additional Select Fill Material	cy	30.00	\$ 28.50	\$ 855.00	3	\$ -	0.00	\$ -	\$ -	\$ -	0.00	\$ -	\$ -
38	Construct DI Fitting - 4" 3" Reducer (MJ)	ea	1.00	\$ 550.00	\$ 550.00	1	\$ 550.00	0	\$ -	\$ -	\$ 550.00	0.00	\$ -	\$ -

39	Asphalt	ton	4.50	\$ 450.00	\$ 2,025.00	4.5	\$ 2,025.00	0	\$ -	\$ 2,025.00	0.00	\$ -	\$ -
40	Base	ton	20.00	\$ 130.00	\$ 2,600.00	20	\$ 2,600.00	0	\$ -	\$ 2,600.00	0.00	\$ -	\$ -
41	Curb	f	52.00	\$ 66.00	\$ 3,432.00	52	\$ 3,432.00	0	\$ -	\$ 3,432.00	0.00	\$ -	\$ -
42				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
43				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
44				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
45				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
46				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
47				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
48				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
49				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
50				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
51				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
52				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
53				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
54				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
55				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
56				\$ -	\$ -		\$ -		\$ -	\$ -	0.00	\$ -	\$ -
GRAND TOTAL					\$ 461,110.10		\$ 331,812.01		\$ 61,283.66	\$ -	\$ 393,095.67	\$ -	\$ -

**HERNANDO COUNTY PURCHASING AND CONTRACTS  
VENDOR PERFORMANCE EVALUATION  
Construction Projects**

Vendor/Firm: Rowland Inc.	County Dept.: HCUD	Contract # and Description: 22-C00117/DK Spring Hill Pipeline Diversion
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The Purchasing and Contracts Department would like your opinion of this Contractor. This evaluation will be kept on file in the Purchasing Department and referred to when recommending future A/E contracts.

Return completed form to: \_\_\_\_\_

This information will also be shared with the Contractor to inform them of commendable as well as deficient areas in their service.

Design Phase	Rating Scale:	Poor	Average	Excellent		
Knowledge and understanding of job scope		①	②	③	④	●
Ability to comply with specifications		①	②	③	④	●
Speed and efficiency of work		①	②	③	④	●
Adequacy of manpower and crew mix		①	②	③	④	●
Quality of workmanship		①	②	③	④	●
Response to changes in scope, schedule, manpower		①	②	③	④	●
Ability to suggest innovative methods		①	②	③	④	●
Early identification of problems and timely resolution		①	②	③	④	●
Submission of updated and revised progress schedules		①	②	③	●	⑤
Quality of supervision		①	②	③	④	●
Coordination and control of subcontractor(s)		①	②	③	●	⑤
Enforcement of safety procedures		①	②	③	●	⑤
Adherence to schedule		①	②	③	④	●
Adequacy of materials		①	②	③	④	●
Storage of materials		①	②	③	●	⑤
Adequacy of housekeeping and site clean-up		①	②	③	●	⑤



HERNANDO COUNTY CONSTRUCTION CONTRACT  
FINAL PAYMENT CHECKLIST

Bid No: 22-C00063 Project No: 22-C00117/DK Date: 6/1/23

Contractor Name: Rowland Inc.

The following items have been secured by the Utilities department for the project known as Spring Hill Water Reclamation Facility Wastewater Flow Diversions

Contract No: 22-C00117/DK, and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Price: \$447,022.28 Final Contract Price (including all change orders): \_\_\_\_\_

Performance Bond Increase Required: Yes  No

Date of Notice to Proceed: 11/04/22 Amount of Liquidated Damages: \$0.00

Substantial Completion Time:\* 180 Calendar Days

Substantial Completion Time (including Change Orders):\* 180 Calendar Days

Final Completion Time:\* 210 Calendar Days

Final Completion Time (including Change Orders):\* 210 Calendar Days

Actual Substantial Completion Time:\* 180 Calendar Days

Actual Final Completion Time (including Change Orders):\* 210 Calendar Days

Completed		
Yes	No	
<u>X</u>	_____	1. All Punch List items completed <u>5/3/23</u> (Date).
_____	<u>NA</u>	2. Warranties and Guarantees assigned to County.
<u>X</u>	_____	3. General one year warranty from Contractor <u>5/3/23</u> (Effective Date).
_____	<u>NA</u>	4. Operation and Maintenance manuals for equipment and system.
_____	<u>NA</u>	5. Record drawings obtained.
_____	<u>NA</u>	6. County personnel trained on system and equipment operation.
_____	<u>NA</u>	7. Certificate of Occupancy _____ or Compliance _____
_____	<u>NA</u>	8. Certificate of Substantial Completion* _____ (Date)
_____	<u>NA</u>	9. Department's Final Inspection Report* when Applicable. _____ (Date)
_____	<u>NA</u>	10. Final Payment Certification and Affidavit from Contractor.
_____	<u>NA</u>	11. Owner's Representative's Certificate of Final Inspection. _____ (Date)
_____	<u>NA</u>	12. DBE Participation Certification and justification letter from Contractor (If Applicable).



Completed		
Yes	No	
	NA	14. Release of Liens
X		15. Consent of Surety
	NA	16. As-Built Documents (Signed and Sealed)
X		17. Vendor Performance Form _____
	NA	18. Final Funding Agency Approval, if applicable
	NA	19. Others: Specify:

If any of the above are not applicable, indicate by N/A.

If No is checked to any of the above, explain here: \_\_\_\_\_

Comments: \_\_\_\_\_

Signed:  \_\_\_\_\_  
 Department Director or Designee

Date: 6/1/23 \_\_\_\_\_

\* These Completion Times and/or Dates to be used, when appropriate, in administering the liquidated damages provision of the Contract Documents.

cc: Purchasing & Contracts

# WAIVER AND RELEASE OF LIEN

(Section 713.20(4) Florida Statutes)

204610

This instrument Prepared by: CARMEN HESS  
PREFERRED MATERIALS INC - CONCRETE  
ATTN: COLLECTIONS DEPT  
4636 SCARBOROUGH DR  
LUTZ FL 33559

The undersigned lienor, in consideration of the progress payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 06-28-2023 to ROWLAND INC (customer) on the job of HERNANDO COUNTY (owner of the property), to the following described property:

COMMERCIAL WAY, SPRING HILL, FLORIDA, SPRING HILL WATER RECLAMATION FACILITY FLOW DIVERSIONS, CONTRACT NO 22-C00117/DK, A PORTION OF LAND LYING IN SECTION 29 TOWNSHIP 23 SOUTH RANGE 17 EAST, HERNANDO COUNTY, FLORIDA.

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on JULY 11, 2023

PREFERRED MATERIALS INC - CONCRETE  
ATTN: COLLECTIONS DEPT  
4636 SCARBOROUGH DR  
LUTZ FL 33559

By:   
CARMEN HESS  
COLLECTIONS MANAGER

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11 day of JULY, 2023 by CARMEN HESS (name of person making statement)



Signature of Notary Public - State of Florida



Print, type or stamp name of notary public

Personally Known OR  Produced Identification

Type of Identification Produced \_\_\_\_\_

Bond No. TIC01715

# Document A312™ - 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

Rowland, Inc.  
6855 102nd Ave. N.  
Pinellas Park, FL 33782

**SURETY:**  
*(Name, legal status and principal place of business)*

Trisura Insurance Company  
2 Stamford Plaza Suite 1504, 281 Tresser Boulevard  
Stamford, CT 06901  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
*(Name, legal status and address)*

Hernando County Board of County Commissioners  
15470 Flight Path Drive  
Brooksville, FL 34804

1411 Opus Place, Suite 450  
Downers Grove, IL 60515

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### CONSTRUCTION CONTRACT

Date:  
Amount: \$ 447,022.28      Four Hundred Forty Seven Thousand Twenty Two Dollars and 28/100

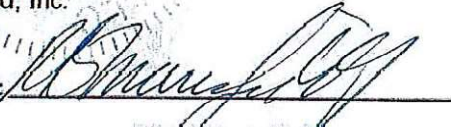
Description:  
*(Name and location)*  
Spring Hill Water Reclamation Facility Wastewater Flow Diversion. ITB No. 22-C00117/DK

**BOND**  
Date: September 14, 2022  
*(Not earlier than Construction Contract Date)*

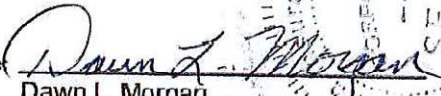
Amount: \$ 447,022.28      Four Hundred Forty Seven Thousand Twenty Two Dollars and 28/100

Modifications to this Bond:     None     See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company:      *(Corporate Seal)*

Rowland, Inc.  
Signature:   
Name and Title: **Rick Mansfield**  
**VP & CFO**  
**Rowland Inc.**

**SURETY**  
Company:      *(Corporate Seal)*  
Trisura Insurance Company

Signature:   
Name and Title: Dawn L. Morgan  
Attorney-in-Fact



*(Any additional signatures appear on the last page of this Performance Bond.)*  
*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
HUB International Midwest Limited  
1411 Opus Place, Ste. 450  
Downers Grove, IL 60515  
630-468-5600

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*  
Cardno. inc.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

Bond No. TIC01715

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**  
(Name, legal status and address)

Rowland, Inc.  
6855 102nd Ave. N.  
Pinellas Park, FL 33782

**SURETY:**  
(Name, legal status and principal place of business)

Trisura Insurance Company  
2 Stamford Plaza Suite 1504, 281 Tresser Boulevard  
Stamford, CT 06901  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
(Name, legal status and address)

Hernando County Board of County Commissioners  
15470 Flight Path Drive  
Brooksville, FL 34604

1411 Opus Place, Suite 450  
Downers Grove, IL 60515

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 447,022.28      Four Hundred Forty Seven Thousand Twenty Two Dollars and 28/100

Description:  
(Name and location)

Spring Hill Water Reclamation Facility Wastewater Flow Diversion. ITB No. 22-C00117/DK

### BOND

Date: September 14, 2022

(Not earlier than Construction Contract Date)

Amount: \$ 447,022.28      Four Hundred Forty Seven Thousand Twenty Two Dollars and 28/100

Modifications to this Bond:     None     See Section 18

### CONTRACTOR AS PRINCIPAL

Company:      (Corporate Seal)

Rowland, Inc.

Signature: 

Name and Title:      **Rick Mansfield**  
                                 **VP & CFO**  
                                 **Rowland Inc.**

### SURETY

Company:      (Corporate Seal)

Trisura Insurance Company

Signature: 

Name and Title:      Dawn L. Morgan  
                                 Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**  
HUB International Midwest Limited  
1411 Opus Place, Ste. 450  
Downers Grove, IL 60515  
630-468-5600

**OWNER'S REPRESENTATIVE:**  
(Architect, Engineer or other party:)  
Cardno, Inc.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address



2 Stamford Plaza  
Suite 1504, 281 Tresser Boulevard  
Stamford, Connecticut 06901  
us.surety@trisura.com

**POWER OF ATTORNEY  
EXHIBIT A TO SCHEDULE 2**

Bond # TIC01715

**KNOW ALL MEN BY THESE PRESENTS:** That TRISURA INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Martin Moss, Kelly Gardner, Stephen Kazmer, Melissa Schmidt, Dawn Morgan

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said TRISURA INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of TRISURA INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of TRISURA INSURANCE COMPANY at a meeting duly held on the 11<sup>th</sup> day of December, 2020.

“RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.”

IN WITNESS WHEREOF, TRISURA INSURANCE COMPANY have each executed and attested these presents  
on this 25 day of February, 2021.

STATE OF Connecticut  
County of Fairfield

George James, Chief Underwriting Officer, Surety



On this 25 day of February, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of TRISURA INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at Fairfield, Connecticut the day and year first above written.

PAUL KLABONSKI  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 08/31/2023

Paul Klabonski seal  
  
a Notary Public of Connecticut  
My Commission Expires: 8/31/2023

**CERTIFICATION**

I, the undersigned officer of TRISURA INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 14, 2022.

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [us.surety@trisura.com](mailto:us.surety@trisura.com)

State of Illinois        }  
                                  } ss.  
County of DuPage     }

On September 14, 2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Trisura Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025

*Sinem Nava*  
Sinem Nava, Notary Public



Commission No. 859777

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

Bond No. TIC01715

PROJECT:  
(name, address)

TO (Owner)

Hernando County Board of County Commissioners  
15470 Flight Path Drive  
Brooksville, FL 34604

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Spring Hill Water Reclamation Facility  
Wastewater Flow Diversion. ITB No. 22-C00117/DK

CONTRACT DATE:

CONTRACTOR: Rowland, Inc.  
6855 102nd Ave. N. Pinellas Park, FL 33782

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

Trisura Insurance Company  
2 Stamford Plaza Suite 1504, 281 Tresser Boulevard, Stamford, CT 06901, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Rowland, Inc.  
6855 102nd Ave. N. Pinellas Park, FL 33782, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Hernando County Board of County Commissioners  
15470 Flight Path Drive Brooksville, FL 34604, OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 14th day of July, 2023

Trisura Insurance Company  
Surety Company

Melissa Schmidt  
Signature of Authorized Representative

Melissa Schmidt, Attorney-in-Fact  
Title

Attest:  
(Seal): Tarise M. Piscotto

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



2 Stamford Plaza  
Suite 1504, 281 Tresser Boulevard  
Stamford, Connecticut 06901  
[us.surety@trisura.com](mailto:us.surety@trisura.com)

**POWER OF ATTORNEY  
EXHIBIT A TO SCHEDULE 2**

Bond # TIC01715

**KNOW ALL MEN BY THESE PRESENTS:** That TRISURA INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Martin Moss, Kelly Gardner, Stephen Kazmer, Melissa Schmidt, Dawn Morgan

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said TRISURA INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of TRISURA INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of TRISURA INSURANCE COMPANY at a meeting duly held on the 11<sup>th</sup> day of December, 2020.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, TRISURA INSURANCE COMPANY have each executed and attested these presents  
on this 25 day of February, 2021.

STATE OF Connecticut  
County of Fairfield

George Jappas, Chief Underwriting Officer, Surety



On this 25 day of February, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of TRISURA INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at Fairfield, Connecticut the day and year first above written.

PAUL KLABONSKI  
NOTARY PUBLIC  
My Commission Expires: 8/31/2023

Paul Klabonski seal  
  
a Notary Public of Connecticut  
My Commission Expires: 8/31/2023

**CERTIFICATION**

I, the undersigned officer of TRISURA INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 14, 2023.

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [us.surety@trisura.com](mailto:us.surety@trisura.com)

